



July 16, 2019

Alabama Department of Environmental Management  
Land Division  
P.O. Box 301463  
Montgomery, Alabama 36130-1463

Attention: Mr. Steve Cobb, Chief

**RE: Environmental Covenant  
SMA 4 – Former Chemical Plant and SMA 5 – Former Pig iron Foundry  
Administrative Order on Consent - Docket # RCRA 04-2012-4255  
ERP Compliant Coke  
3500 35<sup>th</sup> Avenue North  
Birmingham, Jefferson County, Alabama  
USEPA ID No. ALD 000 828 848  
Terracon Project No. E1187219**

Dear Mr. Cobb:

Terracon Consultants, Inc. has prepared the enclosed Environmental Covenant for the above-referenced facility for review by the Department. The review fee was paid in May 2019. Please sign the document and return the completely signed document to Terracon so that we may file it with Jefferson County.

If you have any questions concerning this Environmental Covenant, or if we may be of further assistance, please call us at (205) 942-1289.

Sincerely,  
**Terracon Consultants, Inc.**

Terrell W. Rippstein, AL-PG  
Principal Geologist

cc: Wes Hardegree – USEPA  
Mr. Don Wiggins – ERP Coke

## ENVIRONMENTAL COVENANT

ERP Compliant Coke, LLC (hereinafter "Grantor") grants an Environmental Covenant (hereinafter "Covenant") this \_\_\_\_ day of \_\_\_\_\_, 2019, to the following entities pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (2014 Cum. Supp.) (hereinafter "the Act" or "Act"), and the regulations promulgated thereunder: the Alabama Department of Environmental Management (ADEM) and the identified holders and other applicable parties: ERP Compliant Coke (hereafter "Holder").

**WHEREAS**, this instrument is a Covenant developed and executed pursuant to the Act and the regulations promulgated thereunder;

**WHEREAS**, the Grantor is the owner of certain real property located in the City of Birmingham, Alabama, situated at 3500 35<sup>th</sup> Avenue North, in Jefferson County, Alabama, which was conveyed to Grantor by deed dated February 12, 2016, and recorded in the Office of the Judge of Probate for Jefferson County, Alabama, under Instrument number 2016022673;

**WHEREAS**, the real property is held by the Grantor without any interests and encumbrances;

**WHEREAS**, the real property is subject to enforcement by the U.S. Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA");

**WHEREAS**, on July 19, 2016, EPA issued an Administrative Order on Consent, Docket Number: RCRA-04-2016-4250, to ERP Compliant Coke, pursuant to Section 3008(h) of RCRA, 42 U.S.C. § 6928(h) ("AOC");

**WHEREAS**, for the purposes of implementing the AOC, corrective measures at the real property has been grouped into five (5) Solid Waste Management Unit (SWMU) Management Areas (SMAs): SMA 1 - Biological Treatment Facility, SMA 2 - Land Disposal Area, SMA 3 - Coke Manufacturing Plant, SMA 4 - Former Chemical Plant, and SMA 5 - Former Pig Iron Foundry;

**WHEREAS**, this Covenant addresses only two (2) of the (5) SMAs: SMA 4 - Former Chemical Plant and SMA 5 - Former Pig Iron Foundry (hereafter, collectively, "Property"), which are the subject of an EPA Response to Comments/Final Decision issued on February 22, 2018, ("Final Decision");

**WHEREAS**, the Property is more particularly described in Exhibit A (attached) to this document;

### SMA 4

A parcel of land situated in Section 12 and 13, Township 17 south, Range 3 West, and Section 7, Township 17 South, Range 2 west, Jefferson County,

Alabama, also being a part of Blocks 1, 2, and 3 of Washington Park as recorded in the Map Book 9 page 66 in the Office of the Judge of Probate in Jefferson County, Alabama and being more particularly described as follows: Commence at a ½" rebar at the SW corner of Lot 2A of North Birmingham Homes as recorded in Map Book 174 Page 50 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N 00°02'53" E along the west line of said Lot 2A a distance of 497.73 feet to a ½" rebar; thence S 77°14'06" E leaving said Lot 2A a distance of 2925.61 feet to the POINT OF BEGINNING; thence S 54°08'57" E a distance of 742 feet more or less to the northwesterly right-of-way of F.L. Shuttlesworth Drive; thence N 32°17'45" E along said right-of-way a distance of 1059.73 feet to a point of curve to the right having a central angle of 29°58'38" and a radius of 312.94 feet, said curve subtended by a chord bearing N 47°17'04" E and a chord distance of 161.87 feet; thence along the arc of said curve and along said right-of-way a distance of 163.73 feet; thence N 62°16'23" E along said right-of-way a distance of 646.41 feet to a point of curve to the left having a central angle of 08°48'04" and a radius of 930.37 feet, said curve subtended by a chord bearing N 57°52'21" E and a chord distance of 142.77 feet; thence along the arc of said curve and along said right-of-way a distance of 142.91 feet; thence N 53°28'19" E along said right-of-way a distance of 700.18 feet to a point of intersection of said right-of-way and a fence; thence N 36°20'49" W leaving said right-of-way and along said fence a distance of 39 feet more or less to a fence corner; thence N 53°39'11" E along said fence a distance of 35 feet more or less to a fence corner; thence N 43°40'24" W and leaving said fence a distance of 64.70 feet to a point of curve to the left having a central angle of 45°53'11" and a radius of 102.38 feet, said curve subtended by a chord bearing N 66°36'59" W and a chord distance of 79.82 feet; thence along the arc of said curve a distance of 82.00 feet; thence N 89°33'35" W a distance of 75.64 feet to a point of curve to the left having a central angle of 31°00'26" and a radius of 161.55 feet, said curve subtended by a chord bearing S 74°56'12" W and a chord distance of 86.36 feet; thence along the arc of said curve a distance of 87.43 feet; thence S 59°26'00" W a distance of 154.58 feet to a point of curve to the right having a central angle of 16°42'24" and a radius of 549.39 feet, said curve subtended by a chord bearing S 67°47'11" W and a chord distance of 159.63 feet; thence along the arc of said curve a distance of 160.19 feet; thence S 76°08'23" W a distance of 311.27 feet; thence S 79°41'34" W a distance of 141.22 feet; thence N 89°49'30" W a distance of 146.48 feet; thence S 67°48'53" W a distance of feet; thence S 18°46'45" W a distance of 248.83 feet; thence S 26°05'28" W a distance of 91.92 feet; thence S 37°55'53" W a distance of 732.67 feet to the POINT OF BEGINNING. Said parcel of land contains 35.13 acres, more or less.

#### SMA 5

A parcel of land situated in Section 12, Township 17 south, Range 3 West, and Section 7, Township 17 South, Range 2 west, Jefferson County, Alabama, and being more particularly described as follows: Commence at a 1/2" rebar at the SW corner of Lot 2A of North Birmingham Homes as recorded in Map Book 174 Page 50 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N

00°02'53" E along the west line of said Lot 2A a distance of 497.73 feet to a 1/2" rebar; thence N 76°58'03" E leaving said Lot 2A a distance of 3114.75 feet to the POINT OF BEGINNING; thence S 87°39'56" E a distance of 320.23 feet; thence S 02°47'50" W a distance of 298.27 feet; thence S 71°44'33" E a distance of 103.03 feet; thence S 83°24'40" E a distance of 70.39 feet; thence N 26°52'01" E a distance of 108.60 feet; thence N 04°38'51" E a distance of 598.06 feet; thence N 81°01'32" W a distance of 86.78 feet; thence N 86°56'46" W a distance of 589.94 feet; thence S 70°00'11" W a distance of 254.75 feet; thence S 40°15'20" W a distance of 306.33 feet; thence S 51°39'12" W a distance of 108.54 feet; thence S 04°13'27" E a distance of 21.18 feet; thence S 23°48'39" E a distance of 53.84 feet; thence S 57°09'33" E a distance of 24.76 feet; thence S 27°08'13" E a distance of 129.30 feet to the POINT OF BEGINNING. Said parcel of land contains 18.10 acres, more or less.

**WHEREAS**, releases of hazardous constituents, including but not limited to, polycyclic aromatic hydrocarbons (e.g., benzo(a)pyrene), and volatile organics (e.g., benzene) occurred on the Property; Specifically:

- SMA 4: The risk assessment limited its risk analyses to those exposures expected in an industrial setting (i.e., industrial/commercial workers and construction workers). Because the land use assumption in both the risk assessment and the selected remedy is that the property will remain industrial, action is needed to ensure that land use does not inadvertently and/or unknowingly become residential in the future. In addition, constituents detected in environmental media above cleanup levels for an industrial/commercial setting include, but are not limited to, the following:

<b>Surficial Soil</b> <ul style="list-style-type: none"> <li>▪ Benzo(a)anthracene</li> <li>▪ Benzo(a)pyrene</li> <li>▪ Benzo(b)fluoranthene</li> </ul>	<ul style="list-style-type: none"> <li>▪ Dibenzo(a,h)anthracene</li> <li>▪ Indeno(1,2,3-cd)pyrene</li> <li>▪ Arsenic</li> <li>▪ Chromium</li> </ul>
<b>Subsurface Soil</b> <ul style="list-style-type: none"> <li>▪ Benzene</li> <li>▪ Chlorobenzene</li> </ul>	<ul style="list-style-type: none"> <li>▪ Toluene</li> <li>▪ Benzo(a)pyrene</li> </ul>
<b>Groundwater</b> <ul style="list-style-type: none"> <li>▪ Vinyl Chloride</li> <li>▪ Methylene Chloride</li> <li>▪ Cis-1,2-Dichloroethene</li> <li>▪ Benzene</li> <li>▪ 1,2-Dichloroethane</li> <li>▪ Trichloroethene</li> <li>▪ Toluene</li> <li>▪ Chlorobenzene</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1,4-Dioxane</li> <li>▪ 1,2,4-Trichlorobenzene</li> <li>▪ 1,4-Dichlorobenzene</li> <li>▪ Pentachlorophenol</li> <li>▪ Naphthalene</li> <li>▪ Benzo(a)anthracene</li> <li>▪ Benzo(a)pyrene</li> <li>▪ Benzo(b)fluoranthene</li> <li>▪ Indeno(1,2,3-cd)pyrene</li> <li>▪ Dibenzo(a,h)anthracene</li> </ul>

- **SMA 5:** Although the risk levels identified in the Baseline Risk Assessment did not exceed the levels the EPA has identified as triggering the need for remediation under current land use, the risk assessment limited its risk analyses to those exposures expected in an industrial setting (i.e., industrial/commercial workers and construction workers). Because the land use assumption in both the risk assessment and the selected remedy is that the property will remain industrial, action is needed to ensure that land use does not inadvertently and/or unknowingly become residential in the future.

Based on groundwater sampling conducted around SMA 5 during previous investigations, there has been no indication that drinking water standards (aka maximum contaminant levels (MCL)) have been exceeded at SMA 5.

**WHEREAS**, in the Final Decision, EPA selected a corrective measure for the Property, providing in part for the following actions:

- **SMA 4: In-Situ Soil Source Area Treatment/In-Situ Groundwater Treatment:** Chemicals or bacteria (e.g., zero valent iron, yeast extract, micronutrients, potassium permanganate, etc.) will be used with the purpose of helping prevent any further release of contaminants from the soil to the groundwater and aiding in advancing the groundwater remediation.
- **SMA 4: Groundwater Removal and Treatment:** The hydraulic control well network, which was installed under an Interim Measures in 2013 to control the VOC groundwater plume and currently consists of 6 extraction wells, will continue.
- **SMA 4: Groundwater Monitoring:** Long-term groundwater monitoring will occur to assess the effectiveness of the overall remediation system.
- **SMA 4/SMA 5: Land Use Control Plan (LUCP):** A LUCP will be established to protect workers, contractors, public from exposure to contaminated environmental media.

**WHEREAS**, pursuant to the Final Decision and the AOC, the Grantor agreed to perform operation and maintenance activities at the Property to address the effects of the releases, which includes controlling exposure to the hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants;

**WHEREAS**, due to the releases, the exposure pathways of concern include groundwater and soil; the exposure routes of concern include inhalation, ingestion and direct contact;

**WHEREAS**, hazardous wastes, hazardous constituents, hazardous substances, pollutants, or other contaminants remain on the Property above levels protective for unrestricted land use (i.e., residential), industrial/commercial use without administrative

controls, and groundwater use (i.e., potable groundwater use);

**WHEREAS**, the Final Decision requires institutional controls to be implemented to address the effects of the releases and to protect the remedy so that exposure to the hazardous waste, hazardous constituents, hazardous substances, pollutants, or contaminants is controlled by restricting the use of the Property and the activities on the Property;

**WHEREAS**, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property in accordance with the Final Decision and the AOC;

**WHEREAS**, further information concerning the releases and the activities to correct the effects of the releases may be obtained by contacting the Chief, RCRA Programs and Cleanup Branch EPA - Region 4, or his or her designated representative, at 61 Forsyth Street, S.W. Atlanta, Georgia, 30303; or Chief, Land Division, ADEM, or his or her designated representative, at 1400 Coliseum Boulevard, Montgomery, Alabama, 36110;

**WHEREAS**, the Administrative Record concerning the Property is located at:

United States Environmental Protection Agency  
Region 4  
Atlanta Federal Center  
61 Forsyth Street, SW  
Atlanta, Georgia 30303

**NOW, THEREFORE**, Grantor hereby grants this Covenant to ADEM and the identified Holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the following requirements set forth in Paragraphs 1 through 3 below:

1. **DEFINITIONS**

Owner. "Owner" means the Grantor of the Property, its successors and assigns in interest.

Holder. The "Holder" means the Grantee of the Property, its successors and assigns in interest.

2. **USE RESTRICTIONS**

The following use restrictions apply to the Property - unless written approval is first obtained by EPA:

- The Property is hereby restricted to commercial and/or industrial land use only, as those terms are currently defined or may be

defined in the future by deed notices/restrictions and/or zoning ordinance(s) of the City of Birmingham, County of Jefferson, or any other local government entity with jurisdiction and authority to regulate the land use at the Property.

- To control commercial and/or industrial land use exposures to known or suspected soil contamination remaining at the Property, a Land Use Control Plan (LUCP) shall be developed by the Holder and approved by EPA to protect workers, contractors, utility workers, etc. All surface or subsurface demolition, excavation, drilling, utility work or other activities shall be performed in accordance with the EPA-approved LUCP.
- Except for EPA-approved groundwater sampling, investigations or remedial (cleanup) activities, no groundwater at the Property shall be used for potable or non-potable purposes. While groundwater cleanup occurs, construction of habitable buildings directly over the groundwater plume's core footprint shall only happen after consultation with and approval from the EPA. This pre-construction review/approval is to ensure that, prior to the satisfactory completion of groundwater remediation, construction specifications (i.e., vapor intrusion mitigation strategies) are not needed to eliminate potential vapor intrusion from volatile contaminants remaining in groundwater at the time of the future construction.

### 3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Covenant runs with the land pursuant to Ala. Code § 35-19-5 (2014 Cum. Supp.); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code § 35-19-9 (2014 Cum. Supp.); is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Grantor, the Holder, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Covenant.
- B. **Notices Required.** In accordance with Ala. Code § 35-19-4(b) (2014 Cum. Supp.), the Grantor shall send written notification, pursuant to Section J, below, following transfer of a specified interest in, or concerning proposed changes in use of, applications for building permits for, or proposals for any site work affecting the contamination on, the Property. Said notification shall be sent within fifteen (15) days of each event listed in this Section.
- C. **Registry/Recordation of Environmental Covenant: Amendment: or Termination.** Pursuant to Ala. Code § 35-19-12(b) (2014 Cum. Supp.), this Covenant and any amendment or termination thereof, shall be contained in

ADEM's registry for environmental covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with § 35-19-12(b). Grantor shall be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature upon this Environmental Covenant.

- D. **Compliance Certification.** In accordance with Ala. Code § 35-19-4(b) (2014 Cum. Supp.), the Grantor shall submit an annual report to the Chief of the EPA RCRA Programs and Cleanup Branch and the Chief of the ADEM Land Division, on the anniversary of the date this Covenant was signed by the Grantor. Said report shall detail the Grantor's compliance, and any lack of compliance, with the terms of the Covenant.
- E. **Right of Access.** The Grantor hereby grants EPA, ADEM; EPA and ADEM's agents, contractors and employees; the Grantor's agents, contractors and employees; and any Holders the right of access to the Property for implementation or enforcement of this Covenant.
- F. **EPA Reservations.** Notwithstanding any other provision of this Covenant, EPA retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto, under RCRA and any other applicable statute or regulation.
- G. **Representations and Warranties.** Grantor hereby represents and warrants to the other signatories hereto:
- i) That the Grantor has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
  - ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
  - iii) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Covenant;
  - iv) That this Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
  - v) That this Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;

- vi) That this Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Covenant.

- H. **Compliance Enforcement.** In accordance with Ala. Code § 35-19-11(b) (2014 Cum. Supp.), the terms of the Covenant may be enforced by the parties to this Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. The parties hereto expressly agree that EPA or ADEM has the power to enforce this Covenant. Failure to timely enforce compliance with this Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict EPA, ADEM, or the Grantor, from exercising any authority under applicable law.
- I. **Modifications/Termination.** Any modifications or terminations to this Covenant must be made in accordance with Ala. Code §§ 35-19-9 and 35-19-10 (2014 Cum. Supp.).
- J. **Notices.** Any document or communication required to be sent pursuant to the terms of this Covenant shall be sent to the following persons:

**EPA**

Chief, RCRA Programs and Cleanup Branch  
US EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

**ADEM**

Chief, Land Division  
Alabama Department of Environmental Management  
1400 Coliseum Boulevard  
Montgomery, AL 36110

**Grantor/Holder**

ERP Compliant Coke, LLC  
3500 35<sup>th</sup> Avenue North  
Birmingham, Alabama 35207  
Attn: Don Wiggins

- K. **No Property Interest Created in EPA or ADEM.** This Covenant does not in any way create any interest by EPA or ADEM in the Property that is subject to the Covenant. Furthermore, the act of approving this Covenant does not in any way create any interest by EPA or ADEM in the Property in accordance with Ala. Code § 35-19-3(b) (2014 Cum. Supp.).
- L. **Severability.** If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- M. **Governing Law.** This Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- N. **Recordation.** In accordance with Ala. Code § 35-19-8(a) (2014 Cum. Supp.), Grantor shall record this Covenant and any amendment or termination of the Covenant in every county in which any portion of the real property subject to this Covenant is located. Grantor agrees to record this Covenant within fifteen (15) days after the date of the final required signature upon this Covenant.
- O. **Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded, in accordance with Ala. Code § 35-19-8(a) (2014 Cum. Supp.).
- P. **Distribution of Environmental Covenant.** Within fifteen (15) days of filing this Covenant, the Grantor shall distribute a recorded and date stamped copy of the recorded Covenant in accordance with Ala. Code § 35-19-7(a) (2014 Cum. Supp.). However, the validity of this Covenant will not be affected by the failure to provide a copy of the Covenant as provided herein.
- Q. **ADEM References.** All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.
- R. **EPA References.** All references to EPA shall include successor agencies, departments, divisions, or other successor entities.
- S. **Grantor References.** All references to the Grantor shall include successor agencies, departments, divisions, or other successor entities.

Grantor has caused this Environmental Covenant to be executed pursuant to The Alabama Uniform Environmental Covenants Act, on this 26<sup>th</sup> day of July, 2019.

**IN TESTIMONY WHEREOF**, the parties have hereunto set their hands this the day and year first above written.

**GRANTOR/HOLDER**

This Environmental Covenant is hereby approved by ERP Compliant Coke, LLC Alabama this 26 day of JULY, 2019.

By: ERP Compliant Coke, LLC  
By: Bill Potter  
Name: Bill Potter  
Title: VP and General Manager

Grantor

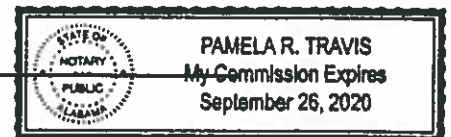
STATE OF Alabama )  
COUNTY OF Jefferson )

I, Pamela R. Travis, a Notary Public in and for said County in said State or Commonwealth, hereby certify that Bill Potter whose name as VP and General Manager of ERP Compliant Coke, LLC [Grantor] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26<sup>th</sup> day of July, 2019

Notary Public: Pamela R. Travis

My Commission Expires:



U.S. ENVIRONMENTAL PROTECTION AGENCY

Carol J. Monell  
Carol J. Monell

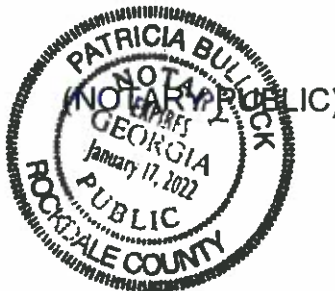
9/18/19  
Date

Director, Land, Chemicals and Redevelopment Division  
EPA Region 4

State of Georgia                    )  
  ) ss:  
County of Fulton                 )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of September, 2019, within my jurisdiction, the within named Carol J. Monell, who acknowledged that she is the Director, LCRD, of the U.S. Environmental Protection Agency, Region 4, and that in said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]



My commission expires:

January 17, 2022

**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

This Environmental Covenant is hereby approved by the State of Alabama this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Stephen Cobb  
Chief, Land Division  
Alabama Department of Environmental Management

State of Alabama}

Montgomery, County}

I, the undersigned Notary Public in and for said County and State, hereby certify that Stephen Cobb, whose name as Chief, Land Division, Alabama Department of Environmental Management is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he approved the same voluntarily on the day the same bears date and with full authority to do so.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, \_\_\_\_\_, Clerk of the Jefferson  
County Court, do certify that the foregoing Environmental Covenant was lodged in my  
office for record, and that I have recorded it, this \_\_\_\_ day of \_\_\_\_\_, 2019  
in the Deed Recordation Book \_\_\_\_\_ on Page \_\_\_\_\_.

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County Clerk

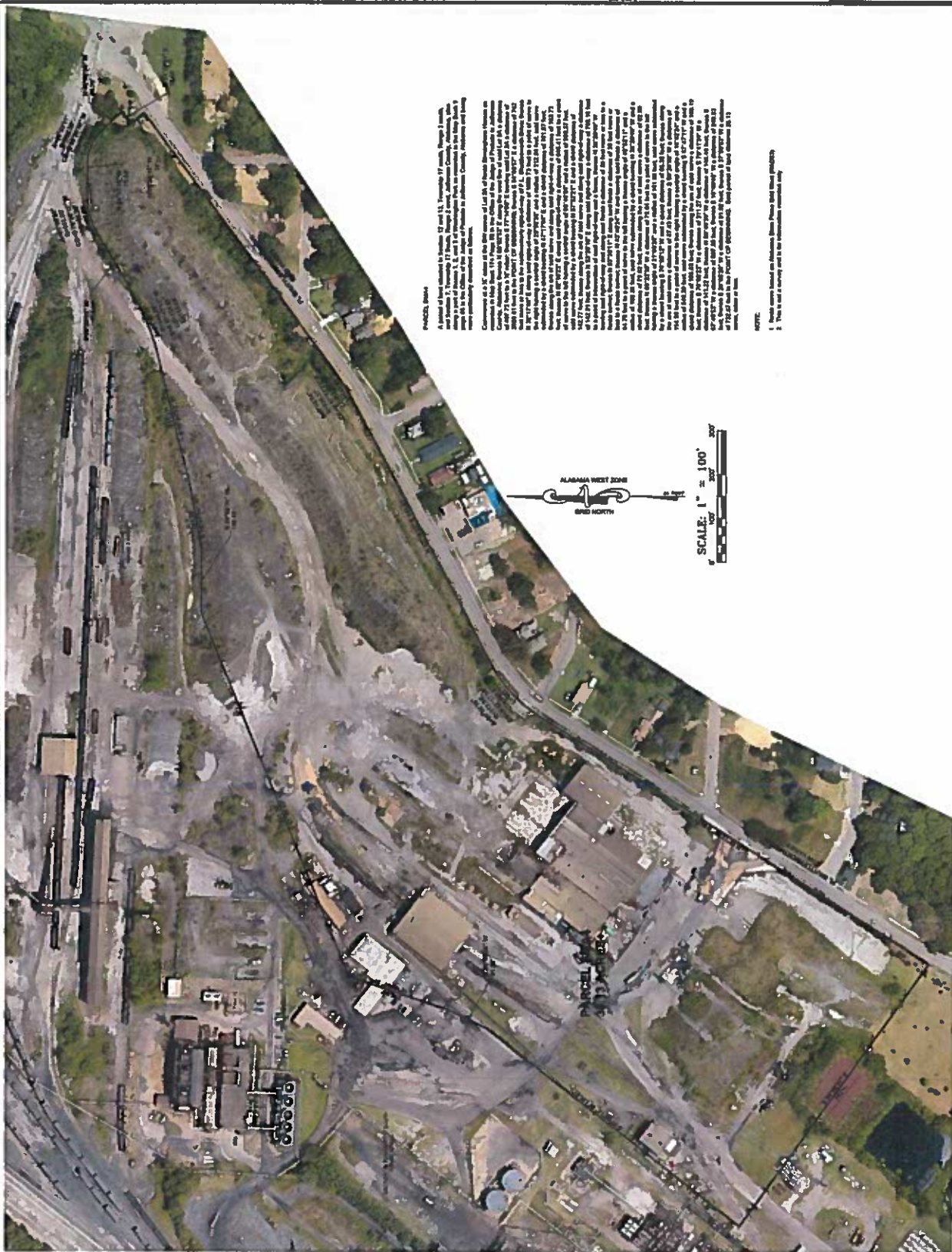
This instrument prepared by:

Terracon Consultants, Inc.  
2147 Riverchase Office Road  
Birmingham, Alabama 35244

and

ERP Compliant Coke, LLC  
3500 35<sup>th</sup> Avenue North  
Birmingham, Alabama 35207

## **EXHIBIT A**

[illegible]

**NOTE:**

1. Grade curve based on Alabama State Route 204 (MSR 904.023)
2. This is not a survey and is for information provided only.

SCALE: 1" = 100'

ALABAMA WEST ZONE

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120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124  
TEL - (205) 403-9138  
FAX - (205) 403-9175

## EXHIBIT

SECTION 12 AND 13, TOWNSHIP 17 SOUTH, RANGE 2  
2 WEST, AND SECTION 17 SOUTH, RANGE 2  
WEST, JEFFERSON COUNTY, ALABAMA

## REVISIONS

[illegible]

**1**

[illegible]

**NOTE**

**7. Are you a member of any of the following organizations?**

SCALE: 1" = 100'

ALABAMA WEST ZONE  
GRID NORTH

**SUN COAST**  
LIFT 24  
HIGHTS BIRMINGHAM MOBILE  
AND THE PG 10